

CITY OF SANTA MARIA



REQUEST FOR PROPOSALS TO PROVIDE A

Comprehensive Citywide Analysis of the cost to provide service, maintain and renovate/replace City parks and recreational facilities, and the apportionment of this cost citywide by calculating the benefit received by each assessor parcel in the City of Santa Maria, using the authority of the 1972 California Streets and Highway Code - Landscape and Lighting Maintenance Districts.

(RP- 2021/01)

Issuing Office:

City of Santa Maria
Recreation and Parks Department
615 South McClelland Street
Santa Maria, CA. 93454

Contact Information:

Sheila Rothstein, Department Secretary
(805) 925-0951 ext. 2156 – srothstein@cityofsantamaria.org

RELEASE DATE:

September 27, 2021

PROPOSAL DUE DATE:

**November 19, 2021
before 4:00 PM (PST)**

WORK TO BE COMPLETED BY:

April 1, 2022

Proposals received after the time and date stated above shall be returned unopened to the sender.

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INTRODUCTION

The City of Santa Maria ("City") is seeking proposals from qualified vendors for professional services to perform an economic assessment of existing and future planned City parks, open space, and other recreation facilities for the purpose of determining the underlying cost of operating, maintaining, renovating, constructing, and apportioning these costs, based on the benefit received by each accessors parcel within the City of Santa Maria.

This RFP does not commit the City to pay any costs incurred by the bidder in the submission of a bid or in making any necessary studies for the preparation thereof. Proposals will be reviewed and ranked on qualifications, references, fees, and other relevant information.

CITY CONTACT

No oral representation or interpretations will be made to any Contractor as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the Recreation and Parks Department by October 30, 2021. Interpretation, where necessary, will be made by the City in the form of an addendum to the Contract documents and when issued, will be sent as promptly as is practical to all parties to whom the proposal documents have been issued. All such addenda shall become part of the contract documents. All questions regarding this RFP are to be submitted in writing via U.S. Mail or email to:

City of Santa Maria

Recreation and Parks Department

Attn: Sheila Rothstein, Department Secretary

615 South McClelland Street

Santa Maria, CA 93454

Email Address: srothstein@cityofsantamaria.org

DEFINITIONS

Agreement:	Standard form of agreement contained in RFP.
Authorized Representative:	Person designated by the City as having the authority and responsibility for administering the Project.
Business Days:	Monday through Friday 8:00 a.m. to 5:00 p.m.
City:	City of Santa Maria, State of California
Contract Documents:	An agreement, together with the terms and content of the RFP.
Contractor:	Successful Respondent of the RFP to whom the contract is awarded.
Project:	Statement of Work described in the RFP.
Respondent:	Party or parties who submit a proposal in response to the RFP.
RFP:	Request for Proposal.
Work:	Provision of management, tools, supplies, equipment and labor necessary to undertake and complete the Project.

GUIDELINES

The City of Santa Maria reserves the right to:

- Reject any and all proposals;
- Waive any irregularities in any proposal;
- Sit and act as sole judge of the merit and qualifications of services offered;
- Remove sections of the RFP from contract as conditions warrant.

CITY PROFILE

The City of Santa Maria was incorporated on September 12, 1905. The City is located in Santa Barbara County on the west coast of California in what is known as the Central Coast. Santa Maria is the largest city by population and geographic area in the County. The City provides a full range of municipal services including police and fire services, engineering and planning, street maintenance, parks, recreation, water and wastewater utilities, solid waste collection and disposal, and general administrative activities. For the 2020-21 fiscal year, the City has 573 authorized full-time positions, an adopted General Fund Budget of approximately \$90.4 million, and a total adopted budget of approximately

\$239.3 million. The City is organized into 10 departments. The Recreation and Parks Department is charged with operation of a variety of public services from recreation programs to components of residential and commercial development that occurs within the City of Santa Maria.

I. SCOPE OF WORK

- Meet with various City staff to conduct interviews to gain an understanding of the City's specific goals and expectations for the successful respondent.
- Identify all City parks/facilities that exist and those that are in the planning phase over the next 5 years. Provide a comprehensive break-down for each individual park, of the operational cost; including but not limited to labor cost, utility cost, supplies, fleet and equipment cost, etc.
- Conduct a facility assessment for each park to determine estimated existing useful lifetime of existing assets and systems. This should include all items within the entire envelope of each park including the buildings, all systems within the buildings, all systems within the parks, ADA accessibility requirements, safety issues, etc. The assessment shall reflect a cost benefit analysis including a recommendation to retrofit or reconstruct various systems of each park and/or facility, or the park and/or facility as a whole to provide for 20 additional years of useful life. This analysis shall also include capital expenditure recommendations that would reduce the overall operational cost of the facility. i.e., invest in lower water use landscaping, retrofit sports lighting with LED fixtures, Photo Voltaic equipment for the aquatic center.
- Apportion the total general benefit cost of providing recreation and parks to each residential and commercial parcels within the City of Santa Maria.
- Determine any "proportionate special benefit" to any property in relationship to the entirety of cost of "maintaining and operating" such an improvement now and 20 years into the future.
- Prepare a comprehensive Engineer's Report to include the estimated maintenance and administrative costs of operating a citywide landscape and lighting district, provide an assessment diagram showing all affected parcels, and provide estimated revenues to be generated by a citywide landscape and lighting district.
- Research, evaluate, and prepare potential future costs to meet post construction regulatory compliance of retention basins to ensure best management practices (BMP) are met. BMP may include non-structural practices such as street

sweeping, illicit connection identification and elimination, public education and outreach, and land use modifications.

- Compile data and prepare reports in compliance with the Streets and Highway Code Section 22000-22202.
- Identify any factors such as statutory limitations, market conditions, or other policy and service considerations which prevent the implementation of any rate based on recovery of full costs.
- Present a draft report detailing this information to staff within 90 calendar days from the notice of award is provided.
- Prepare a final Engineer's report and fee study report and provide six bound copies, one unbound copy, and a single PDF file of the plan made available to City staff.
- Provide the City with an electronic copy of the final version of the comprehensive report, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. The electronic format should be in Microsoft Word for the narrative portions, in Excel for the schedules and cost documentation and can be provided after final presentations are made to City Council.
- Prepare and deliver presentations in person at a minimum of two public hearings on the formation of this special district.
- The City reserves the right to edit, use, and duplicate the final work project as necessary to meet its needs.
- If the results reflect an increased contact adjustment the consultant will establish the parameters for a mail out election and conduct the said election.

II. TERMS & CONDITIONS

The contract to be entered into with the successful proposer will include, but will not be limited to, the terms and conditions of the City's standard Professional Service Agreement. (See, page 12) The consultant firm selected shall meet the requirements of this agreement and the firm shall submit with the proposal, a specific list of any concerns with the City Agreement.

III. FORMAT AND CONTENT OF PROPOSAL

The proposal must be concise, well organized, and demonstrate the consultant's qualifications.

Responses shall follow the format outlined below. Proposals must be received prior to 4:00 p.m. (PST) November 19, 2021. The proposals shall include the information listed below:

1. Cover Letter. A one-page cover letter shall be submitted and must indicate the request for proposals subject; the consulting companies' name; the name, address, email address, and telephone number of the contact person; and the date of the proposal. Also, it must state whether the respondent is an individual, partner, or corporation.
2. Bids shall include a profile of the company, including a brief description of the company's main office location, years in business, background on the owner's experience and education related to landscape maintenance services, other municipalities where services are performed, and other related information that is pertinent to this RFP. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services.
3. Inclusion of a Table of Contents with clear identification of the material submitted by section and by page number.
4. The signature page is considered an integral part of the bid and shall be signed by an individual(s) who is/are authorized to contractually bind offer(s). The signature(s) must indicate the title or position the individual(s) holds in the firm. An unsigned bid will be rejected.
5. The following information must be presented in the order and format listed and returned with your RFP response:
 - a. Describe your company's history, ownership and organizational structure.
 - b. A description summarizing the Proposer's experience over the past five years in performing similar services to municipal clients.
 - c. A statement identifying the consultants assigned to this project. Please identify key staff and their qualifications (attach resumes as appropriate).
 - d. The company's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.
 - e. List your company's affiliates, subsidiaries and/or parent companies.
 - f. Provide detailed information about any lawsuits, liens, restraining orders, foreclosures, or other legal/financial actions pending, in progress, or which have been brought against your company in the last five years.
 - g. Provide four references of clients that are using your services, similar in scope to what the City of Santa Maria is requesting in this RFP. To include

name of Organization/Agency, contact person, phone number, email address, worked performed, and contract value.

- h. Is your company considering subcontracting any portion of the service requested? If yes, please provide details. (Services may not be subcontracted without prior approval by the City.)
- i. What distinguishes your company's services from that of your competition?
- j. Outline methodology, planning and design strategies that will result in the development and recommendations that are practical to the City of Santa Maria, meaning that the recommendations must not exceed the City's ability to implement and properly utilize.
- k. Provide detailed information on methodology and tools used to meet the needs of the City's request.
- l. Provide an estimated project timeline required to implement the user fee study. Provide pricing estimates that include planning, development and implementation services.
 - 1. Project budgets should include:
 - a) A project schedule for the study with activities, milestones, and deliverables; and
 - b) Project budgets for the Landscape Maintenance Fee Study, as defined in the scope of work, at minimum, as follows:
 - i. By task with a collective total by milestone and deliverable.
 - ii. Labor rates for all project team members.
 - iii. General overhead rates.
 - iv. Costs for expenses such as printing, travel, and attendance at meetings.
 - 2. The consultant shall present a specific "not to exceed" fixed fee, including associated fees (i.e., printing costs, attendance at meetings, travel). A requested payment schedule should accompany the work schedule. Each phase of work should have an itemized budget including labor costs and expenses for each piece of work. The proposal should include staff hourly rates.

IV. NON-DISCRIMINATION REQUIREMENT

By submitting a proposal, the respondent represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliations or opinion, age, or medical condition.

V. PROPOSAL EVALUATION and CONSULTANT SELECTION

The City will select a firm based on the demonstrated competence and on the professional qualifications necessary for satisfactory performance of the services required. When

selecting the firm, the skill and ability of the entity or person performing the services is a key component of the selection criteria. Cost will be only one factor in determining the selection. The contract may not be awarded to the lowest bidder. The City will undertake the following evaluation process:

1. The City will review and evaluate all submitted documents received per this RFP.
2. Proposals shall be reviewed, evaluated, and ranked based on a combination of responsiveness, qualifications, references, fees, and other relevant information. Other factors will include overall clarity of the proposal related to the scope of work, agreement to meet the City's general terms and conditions, and the qualifications and experience of the assigned personnel.
3. Once the evaluation team has completed their review and determined the proposal with the highest overall points, the City will contact the successful Proposer on or by December 10, 2021.
4. After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview one or more finalist respondents. Note, respondents may be asked to submit additional documentation. Additionally, the City reserves the right to select a proposal without conducting interviews.
5. If a commitment is made, it will be to the most qualified respondent with whom the City is able to successfully negotiate compensation and terms and conditions of any and all agreements.
6. Final selection of a firm, terms and conditions of any and all agreements, and authority to proceed with these services shall be at the sole discretion of the City.
7. If the City is unable to negotiate a satisfactory agreement with terms and conditions that the City determines to be fair and reasonable, the City may then commence negotiations with the next most qualified firm in sequence, until an agreement is reached or determination is made to reject all submittals.

VI. SUBMISSION OF PROPOSALS

A sealed original proposal packet including five (5) paper copies and one (1) thumb drive containing a complete final all-inclusive version (including related schedules and cost documentation in Excel format so it can be updated and/or edited by City staff) must be received no later than Friday, November 19, 2021 at 4:00 p.m.; unless time is extended by written addendum issued by the City before that date. Proposals should be sent by US Postal Service or private mail delivery company. Proposals will not be accepted after the deadline.

Proposals shall be addressed as follows:

Comprehensive Citywide Analysis of the cost to provide, service and maintain City Parks and Facilities and the apportionment of this cost citywide, using the authority of the 1972 California Streets and Highway Code - Landscape and Lighting Maintenance Districts

(RP- 2021-01)
Attention: Sheila Rothstein
City of Santa Maria
615 S. McClelland Street
Santa Maria, CA 93454

A firm may withdraw its proposal at any time before the due date for submission of the proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf, of the prospective firms.

Request for Additional Information

By submitting a proposal, the proposer agrees to furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as the ability to provide the services. To the extent there are any revisions or additions to the information provided or requested in this RFP, an addendum will be sent to all firms who received the RFP. The City reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Proposal Binding

All proposals submitted shall be binding on proposers for sixty (60) calendar days following opening of the proposals.

Incurred Expenses

There is no expressed or implied obligation of the City to reimburse responding firms for any expense incurred in preparing proposals in response to this request.

Proprietary Information

In accordance with applicable Public Records Act and except as otherwise may be provided by applicable State and Federal law, all proposers should be aware that the RFP's and responses thereto are a public record. Proposals received in response to this RFP will become the property of the City and will not be returned to the proposers. In the

event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

Interviews

The City reserves the right to interview some, all, or none of the firms responding to the RFP based solely on the City's judgment as to the firm's qualifications and capabilities.

Acceptance/Rejection/Modifications to Proposals

The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer and to waive minor irregularities and technical defects in the proposal process. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so. The City also reserves the right not to pursue any specific products/services discussed in the RFP.

VII. RFP SCHEDULE

The tentative schedule of key milestones related to the City of Santa Maria's RFP for the Engineer's Report and Fees Assessment are as listed below:

Release date	September 27, 2021
Proposals due no later than 4:00 PM (PST)	November 19, 2021
Tentative Award agreement	December 10, 2021

Evaluation, award and start dates are approximate. It is the responsibility of each respondent to be familiar with all of the specifications, terms and conditions, and site conditions. The contractor agrees and acknowledges all RFP specifications, terms and conditions and affirms the ability to perform by submission of a proposal. By the submission of a proposal, the contractor certifies that if awarded a contract it will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

AGREEMENT FOR PROFESSIONAL SERVICES

(example)

This Agreement is made on , by and between , a California Corporation (“Contractor”) and the City of Santa Maria, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

1. [insert text];
2. [insert text];
3. [Insert text].

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.
2. **General.**

2.01. Term and Termination. The term of this contract is [insert text], beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Contractor shall determine the method, details and means of providing [insert text] services. More specifically, Contractor agrees to perform the specific services listed in Exhibit “A.”

2.03 City’s Duties. City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit “B.”

2.05. Insurance. Contractor shall provide insurance as listed in Exhibit “C.”
[use 2016 insurance language]

2.06. Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated.

3. Contractor’s Obligations.

3.01. Minimum Amount of Service. Contractor shall devote sufficient time to perform services under this Agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor’s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City’s business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor’s assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this Agreement.

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:
Attn.
110 East Cook Street
Santa Maria, CA 93454

To Contractor:

If the designated Representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this Agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this Agreement.

4.03. Integration. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this Agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this Agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by

mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this Agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the date first written above.

CONTRACTOR

XXXX, INC.,
a California corporation

By: _____
President

By: _____
Vice-President/Secretary

CITY

CITY OF SANTA MARIA, a political
subdivision of the State of California

By: _____
_____(Type in Dept. Head
Name)
_____(Type in Dept. Head
Title)

ATTEST:

By: _____
Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

Risk Manager

City Attorney

EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK

- Meet with various City staff to conduct interviews to gain an understanding of the City's specific goals and expectations for the successful respondent.
- Identify all City parks/facilities that exist and those that are in the planning phase over the next 5 years. Provide a comprehensive break-down of these costs; labor cost, utility cost, supplies, deferred maintenance fund cost and equipment costs.
- Determine the general benefit to each of the residential and commercial parcels within the City of Santa Maria.
- Determine any "proportionate special benefit" to any property in relationship to the entirety of cost of "maintaining and operating" such an improvement now and 20 years into the future.
- Prepare a new and comprehensive Engineer's Report to include the estimated maintenance and administrative costs of operating a citywide landscape and lighting district, provide an assessment diagram showing all effected parcels, and provide estimated revenues for a citywide landscape and lighting district.
- Research, evaluate, and prepare potential future costs to meet post construction regulatory compliance of retention basins to ensure best management practices (BMP) are met. BMP may include non-structural practices such as street sweeping, illicit connection identification and elimination, public education and outreach, and land use modifications.
- Compile data to develop the total cost of providing landscape maintenance in the study. The consultant will use the City of Santa Maria's current assessment rates in order to provide new assessment rates. "Special assessments" can include but are not limited to street improvements, lighting improvements, irrigation improvements, sewer connections, drainage improvements, flood control improvements, tree maintenance, and vector control.
- Identify any factors such as statutory limitations, market conditions, or other policy and service consideration, which prevent the implementation of any rate based on recovery of full costs.

- Present a draft report detailing this information to staff within 90 days from the notice of award is provided.
- Prepare a final Engineer's report and fee study report and provide six bound copies, one unbound copy and a single PDF file of the plan that can be made available to City staff.
- Provide the City with an electronic copy of the final version of the comprehensive report, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. (The electronic format should be in Microsoft Word, for the narrative portions, and in Excel for the schedules and cost documentation.) Can be provided after final presentation is made to Council.
- Prepare and deliver presentations in person at a minimum of two public hearings on the formation of this special district.
- The City reserves the right to edit, use, duplicate the final work project as necessary to meet its needs.
- If the results reflect and increased contact adjustment the consultant will establish the parameters for a mail out election and conduct the said election.
- Prepare a final Engineer's report and fee study report and provide six bound copies, one unbound copy and a single PDF file of the plan that can be made available to City staff.
- Provide the City with an electronic copy of the final version of the comprehensive report, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. (The electronic format should be in Microsoft Word, for the narrative portions, and in Excel for the schedules and cost documentation.) Can be provided after final presentation is made to Council.
- Prepare and deliver presentations to the City Council to facilitate their understanding of the report and its implications for the City and make necessary adjustments as requested.
- If the results reflect and increased contact adjustment the consultant will establish the parameters for a mail out election and conduct the said election.

EXHIBIT "B"

PAYMENT TERMS

XXXXXXXX fees and compensation: amount, how, and when payable. XXXXXXXX agrees that for all work and services, including supplies and equipment, pertaining to the Engineer's Report and Assessment Services required to be furnished by XXXXXXXX to the City, that City agrees to pay to XXXXXXXX, and XXXXXXXX agrees to accept and receive as payment in full the fees set forth for services provided.

EXHIBIT "C"

INSURANCE

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All**

notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.

4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

The City reserves the right to modify these requirements, including

limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.